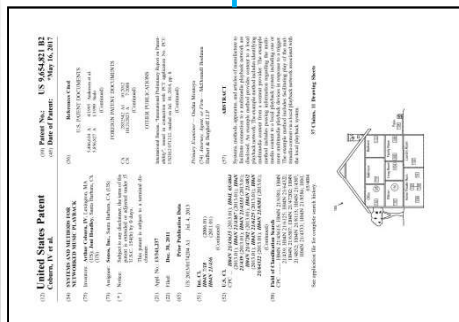


EXHIBIT A

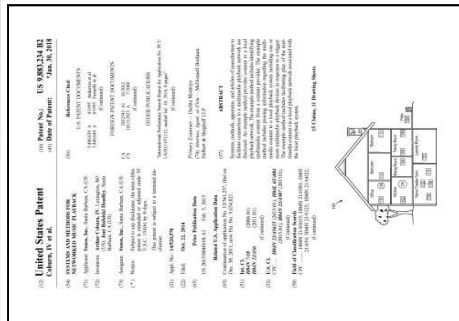
FILED UNDER SEAL

SONOS'S MOTION FOR SUMMARY JUDGMENT

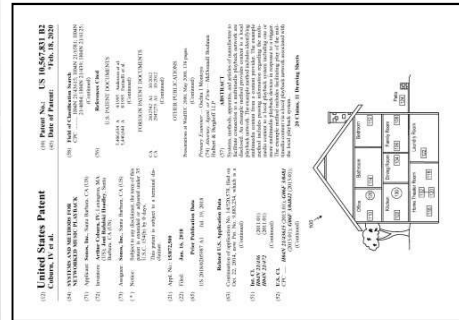
Timeline of Events Relevant to Google's Breach of Contract Claim



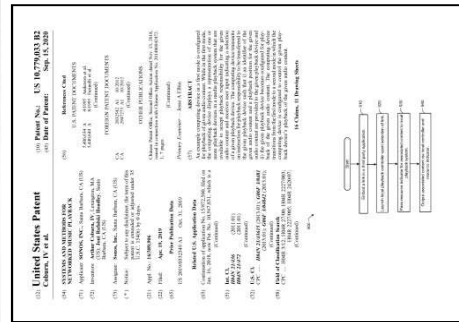
continuation



con.



con.

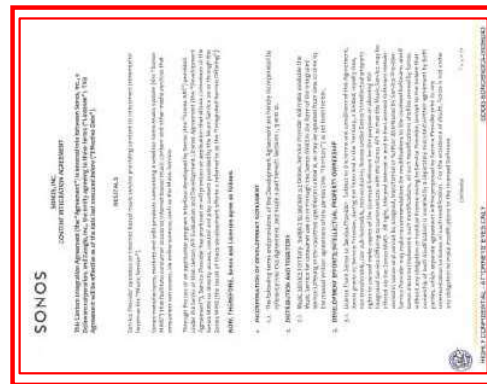


Dec. 30, 2011
Sonos Files First
Direct Control Patent

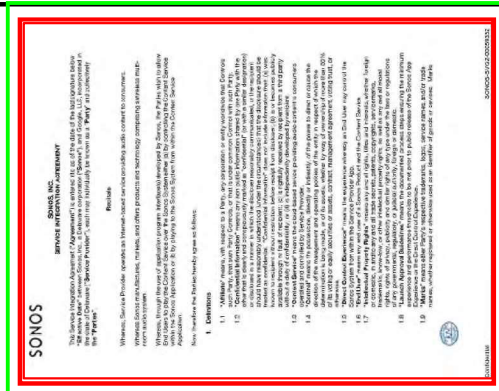
Oct. 22, 2014
Sonos Files 2nd
Direct Control Patent

Jan. 16, 2018
Sonos Files 3rd
Direct Control Patent

April 19, 2019
Sonos Files '033
Patent



Nov. 14, 2013
Parties Sign CIA



Dec. 12, 2018
Parties Sign SIA

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

Section 3.5 of 2013 Content Integration Agreement

Sonos manufactures, markets and sells products comprising a wireless home music system (the “Sonos MMS”) that facilitate consumer access to Internet-based music content and other media services that consumers can access, via online sources, such as the Music Service

Kolker Dec. (Dkt. 478-5), Ex. 2 at Recitals

3.5. Ownership of Sonos Intellectual Property Rights. The Sonos MMS and any and all intellectual property rights arising from or related thereto are and shall remain the sole and exclusive property of Sonos. Service Provider will not claim for itself or for any third party any right, title, interest or licenses to the Sonos MMS.

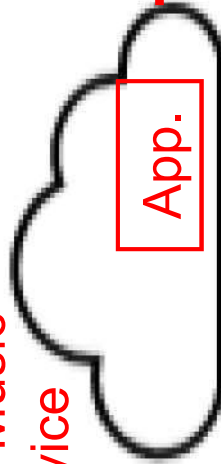
Kolker Dec. (Dkt. 478-5), Ex. 2 at § 3.2.

Integrated Service Offerings in the 2013 Content Integration Agreement

Through the use of an application program interface developed by Sonos (the “Sonos API”) provided under the terms of that certain API Evaluation and Development License Agreement (the “Development Agreement”), Service Provider has produced or will produce an application that allows consumers of the Sonos MMS to directly access, control and play content provided by the Music Service on or through the Sonos MMS (the result of these development efforts is referred to as the “Integrated Service Offering”).

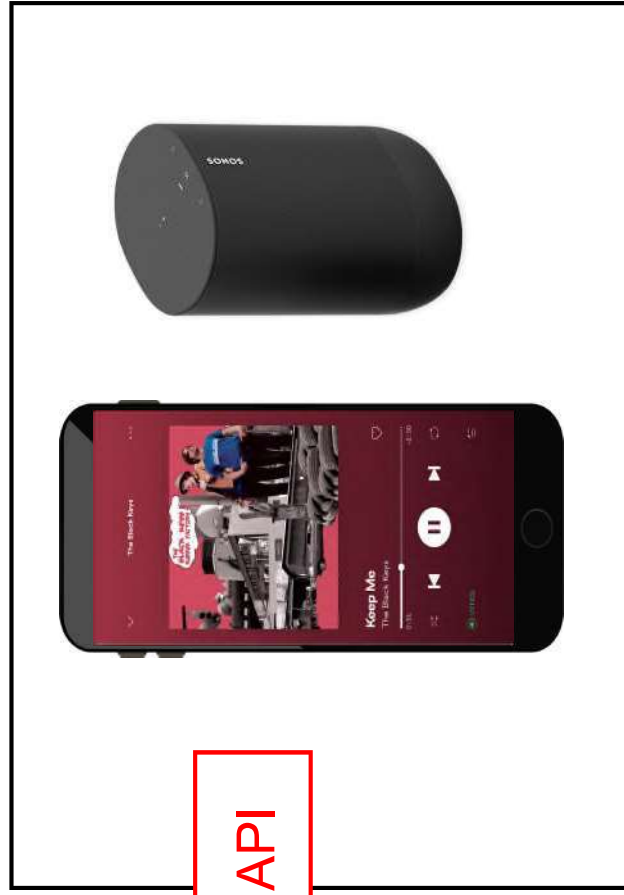
Kolker Dec. (Dkt. 478-5), Ex. 2 at Recitals

Google Music
Service



App.

SMAPI



Sonos MMS

Section 3.4 of 2013 Content Integration Agreement

3.4. Ownership of Service Provider Intellectual Property Rights. The Music Service, the Provider Developments (as defined below), and any and all intellectual property rights arising from or related thereto are and shall remain the sole and exclusive property of Service Provider. Sonos will not claim for itself or for any third party any right, title, interest or licenses to the Music Service or Provider Developments, except for the limited license granted herein. The Provider Developments consist of any and all development work done by or on behalf of Service Provider in creating the Integrated Service Offering, and any code or other materials owned or controlled by Service Provider and included by Service Provider in the Integrated Service Offering, excluding the Licensed Software, under the terms of the Development Agreement.

Kolker Dec. (Dkt. 478-5), Ex. 2 at § 3.4.

Section 12.8 of 2018 Service Integration Agreement

12.8 Entire Agreement. This Agreement, including its attachments, constitutes the entire agreement between the Parties regarding its subject matter, and supersedes all prior communications, negotiations, understandings, agreements or representations, either written or oral, by or among the Parties regarding its subject matter. To the extent Sonos or Service Provider and/or their employees are required to click through or otherwise indicate acceptance of any standard agreements or terms and conditions in order to access materials, related documentation, test accounts, software or other materials to be provided and used for activities authorized pursuant to this Agreement, this Agreement shall govern.

"Direct Control" in the SIA

1.5 **"Direct Control Experience"** means the experience whereby an End User may control the Sonos System from within the Service Provider App.

SIA -- Kwasizur Dec. (Dkt. 478-1), Ex. 1 at § 1.5

3.1.2 Direct Control Experience. Prior to commercial launch, Service Provider shall perform the requisite quality assurance testing to verify compatibility between the Sonos System and the Content Service in accordance with the Launch Approval Guidelines outlined in Exhibit A. Sonos shall be entitled to review the experience (during beta or any similar period) and/or request proof of compliance with such Launch Approval Guidelines prior to release. Service Provider shall ensure that an approved Sonos App Experience is ready for public release prior to seeking public release of any Direct Control Experience.

SIA -- Kwasizur Dec. (Dkt. 478-1), Ex. 1 at § 3.1.2

Purpose of the SIA

Whereas, through the use of application program interface(s) developed by Sonos, the Parties wish to allow End Users to play the Content Service over the Sonos System either (a) by controlling the Content Service within the Sonos Application or (b) by playing to the Sonos System from within the Content Service Application.

SIA -- *Kwasizur Dec. (Dkt. 478-1)*, Ex. 1 at Recitals.

Same Subject Matter in the CIA and SIA

Service Provider operates an Internet-based music service providing content to consumers (referred to herein as the “Music Service”).

CIA -- *Kolker Dec.* (Dkt. 478-5), Ex. 2 at Recitals

Whereas, Service Provider operates an Internet-based service providing audio content to consumers.

SIA -- *Kwasizur Dec.* (Dkt. 478-1), Ex. 1 at Recitals.

Sonos manufactures, markets and sells products comprising a wireless home music system (the “Sonos MMS”) that facilitate consumer access to Internet-based music content and other media services that consumers can access, via online sources, such as the Music Service

CIA -- *Kolker Dec.* (Dkt. 478-5), Ex. 2 at Recitals.

- 1.21 “**Sonos Products**” means the Sonos Hardware and Sonos Software, comprising a wireless multi-room audio system.
- 1.22 “**Sonos Software**” means the code within the Sonos Products and Sonos Cloud Service.
- 1.23 “**Sonos System**” means the Sonos Products and the Sonos Cloud Service.

SIA -- *Kwasizur Dec.* (Dkt. 478-1), Ex. 1 at § 1.

Section 5.3 of 2018 Service Integration Agreement

5.3 Ownership of Sonos Intellectual Property Rights. All right, title and interest, including Intellectual Property Rights, to the Sonos System are retained by Sonos. Service Provider will not claim for itself or for any third party any right, title, interest or licenses to the Sonos System, except for the limited license granted herein. Both parties recognize and acknowledge that certain features of either Parties' Materials, the Service Provider App and the Sonos System may be protected by patent law.

Kwasizur Dec. (Dkt. 478-1), Ex. 1 at § 5.3.